

Mr. Joshua B, Turner;Pro se.

09/19/19

Civil Action No.-----

To: Daniel W. Olivas

**RECEIVED
IN CLERK'S OFFICE**

SEP 28 2018

**U.S. DISTRICT COURT
MID. DIST. TENN.**

re; **PLAINTIFF'S FIRST PROPOSED SETTLEMENT AGREEMENT**

Dear Counsel,

~~agreement in the above case~~ Greetings counsel this notice shall be construed as plaintiff's first proposed settlement Tennessee, at Nashville, This notice shall further be construed as a general settlement agreement with all parties identified as defendants' in the above case.

In addition, this agreement offer would be more fully illustrated and proffered on the forms/documents provided by opposing counsel in a private settlement agreement forwarded to the above plaintiff or plaintiffs' as it relates to both individual plaintiffs' whose claims are so interlocked and comparable that they have a common nucleus in genuine material fact(s) with each defendant as set forth in the foregoing action.

Moreoverly ,plaintiffs' assert that this proposed settlement agreement could, and very would be beneficial to all parties concerned in this case, primarily since this case involves multiple defendants, and witnesses, in various states, compared with the accompanying complex discovery that's attached to this action. The projected cost analysis to defendants, et al; and their counsel is enormous! It is plaintiffs' position that the facts in this case are irrefutable ...[records reflect]...and undeniable; and an early [sic] ADR, resolution is available in the following manner more fully illustrated below....

As it relates to plaintiff **Joshua B, Turner** for all injuries related to defendants (et al negligent acts / inactions as set forth in this action, he seeks the fair sum amount of **\$ 10,000 dollars in U.S. currency, with cost against defendants, or their liable insurer, ...[non-negotiable];**

As it relates to plaintiff **William E, Smith** for all injuries related to defendants (et al negligent acts/inactions as set forth in this action, he seeks the fair sum amount of **\$10,000 dollars in U.S. currency, with cost cost against defendants, or their liable insurer...[non-negotiable];**


1.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that the original foregoing [Proposed Settlement Offer];
has been sent to opposing counsel at their respective address listed below....**On This -----Day Of**
-----, **2018.**

Daniel Olivas

RESPECTFULLY SUBMITTED



JOSHUA B. TURNER: Pro se

Joshua B. Turner

1134 ck 691

Lake City, AR. 72431

MEMPHIS TN 380



Thinking of you

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U.S. DISTRICT COURT
MID. DIST. TENN.

C/O U.S. District clerk

United States Courthouse

801 Broadway km 800

Nashville, TN 37203-386900

37203-386900

